



## **Rules for Use and Rental of the Clubhouse rev 2019**

---

The following Rules and Regulations regarding Use of the Clubhouse and Fitness Room were adopted by the Transitional Board of Directors of the Barton Farms Association, Inc. on September 24, 2008. The Below Rules and Regulations replace those adopted by the Transitional Board of the Barton Farms Association regarding Use of the Clubhouse and Fitness Room on October 7, 2004 and revised in 2018 and again in 2019.

The Declaration and Covenants of the Barton Farms Association, Inc. empowers the Board of Directors of the Association to prescribe such rules as it considers essential to provide for the safety of residents, protect the common property of the owners, preserve property values and provide a quality of life for residents. The Board of Directors delegated this rule making authority to the Transitional Board of Directors in a letter dated October 1, 2006. Specifically, the Master Declaration and Covenants, Section 1.20 and 3.02 - Common Property - define common property and how that property is to be used.

### **Use of Clubhouse**

The Laurel Lakes Clubhouse is intended for the exclusive use of residents in good standing and their guests. A resident may reserve the Clubhouse for private functions during times not scheduled for Association functions. Association functions always take precedence. By the Associations definition, Residents include owners and renters, owning or living in Laurel Lakes.

Association functions are those scheduled by the Transitional Board of Directors; a Committee of the Board; and/or those functions approved by the Social Committee. Poker, Bunco, Book Club and Art Classes, all of which are open to all residents, are pre-approved. Others wishing such approval must petition the Social Committee. Any funding or financial issues and/or obligation for conduct of the event are the responsibility of the persons submitting such a petition to the social committee.

**Private functions are those scheduled by a resident of Laurel Lakes and submitted to the Secretary of the HOA for final contract approval.**

Commercial use of the clubhouse is prohibited, except that recognized governmental and charitable organizations may schedule the clubhouse in accordance with the requirements for a private function contained herein so long as they establish a resident willing to sponsor such function.

The Laurel Lakes Board of Directors reserves the right to refuse the use of the clubhouse by any person at any time without reason and further reserves the right to make exceptions to these rules upon vote of the Board.



### **Reservations**

All functions, Association or private, must be reserved on a calendar maintained by the Clubhouse Committee. The Clubhouse may be reserved by contacting the HOA Secretary, **Patti Zabell (513-544-8084)**.

Residents who rent a home in Laurel Lakes and who wish to reserve the Clubhouse must provide a copy of their rental agreement with their landlord.

Persons reserving the Clubhouse may not reserve the fitness room, pool, tennis courts or parking lot nor prevent other residents from using these facilities during their function and their guest must follow all HOA parking policies.

### **Rental Fees**

Private functions require a non-refundable rental fee of \$150 -\$200 (depending on rental period of hours) for the first five hours, and an additional non-refundable fee of \$50 for more than five hours each day. This fee is waived for approved Association functions determined under the Social Committee.

### **Security Deposit**

Use of the Clubhouse for Association functions does not require a security deposit. All private rental functions require a \$300.00 security deposit before the function can be held, except that if a previous use by the same family/organization resulted in Clubhouse damage or cleanup costs, the security deposit shall be \$1,000.00.

The Clubhouse Committee and/ or Board or their designated representative, with the resident scheduling a private function, will walk through the clubhouse before and after the event to note any and all conditions of cleanliness and damage existing before and after the rental of the Clubhouse to ensure that all new damages and costs are identifiable and assigned to the responsibility of the resident making the reservation. This information will be recorded on the Check Sheet and copies shall be held by both parties.

### **Special Clause and INSURANCE REQUIREMENTS**

**Special Event Clause** - If alcoholic beverages will be served or are served during the Event, **this paragraph 11** shall apply. The undersigned shall observe and comply with all applicable laws relating thereto. Furthermore, the undersigned shall obtain "Special Event" **Liability Insurance for the day of the event for property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death to persons and Three Hundred Thousand Dollars (\$300,000.00) in property damage coverage.** The Association shall be named as an additional insured under such policy or policies of insurance, and the same shall be fully paid and effective as of and during the date of the Event. The undersigned shall, at the time of submission of this Agreement, deliver to the Association or its designee, a certificate or other written evidence of compliance with the foregoing insurance requirements. Notwithstanding the foregoing insurance requirements, the undersigned is fully and



solely responsible for taking reasonable precautions to ensure that their guests do not operate a motor vehicle while intoxicated.

### **Rental Contract and Rules**

The Clubhouse Committee will maintain a Rental Contract and renters must sign that contract before the actual function can be held. The contract lists terms and conditions of rental and specifies rules to be followed, including but not limited to:

**The resident reserving the clubhouse is responsible for cleaning up the Clubhouse**, returning it to pre-lease condition, and removing all trash during the actual rental time. The security deposit is refundable if the Clubhouse is returned to the condition in which it was found.

Any damage done or clean-up required at the Clubhouse after an Association event is the responsibility of the Association unless damage is intentional in which case the resident causing the damage is responsible. In the event damage or cleanup cost is incurred from a private function, the Association will withhold the security deposit to undertake repairs or cleanup and if the deposit is insufficient, the remainder of the cost will be billed to the resident making the reservation.

**Wet bathing suits are not allowed in the clubhouse**. The rental does not include the rental of the pool area and has restricted use to the renter and their party under the lease. This means the renter and guests cannot impede the use of the pool or other amenities during their function to other residents.

**Damages:** Lessees may not put nail holes in walls for decorations for their event. Cast Iron pans may not be used on the stove. The refrigerator must be clean, and all leftover food and beverage must be removed.

**Parking is limited to the clubhouse side of the street and cars may not be parked on grass.**

**Private functions must conclude by 11:00 pm (Association functions are exempt from closing time).**

**Occupancy is limited by the Fire Marshall to 86 persons.**